

TERMS OF SALES

Effective from 04/03/2023¹

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¹ (fourth of April two thousand and twenty-three)

ARTICLE 1 - Scope

These General Terms and Conditions of Sale (known as "GTC" or "T&C") apply, without restriction or reservation, to all sales concluded by the SELLER with non-professional buyers ("Customers or the Customer"), wishing to acquire the PRODUCTS offered for sale ("The PRODUCTS") by the SELLER on the site <https://wearedpl.com>. The PRODUCTS offered for sale on the site are as follows: **Clothing**

Any order placed on the Site necessarily implies the CUSTOMER's unreserved acceptance of these general conditions.

The main characteristics of the PRODUCTS and in particular the specifications, illustrations and indications of dimensions or capacity of the PRODUCTS, are presented on the site <https://wearedpl.com> which the customer is required to read before ordering.

The choice and purchase of a PRODUCT are the sole responsibility of the Customer.

PRODUCT offers are valid within the limits of available stocks, as specified when placing the order.

These T&Cs are accessible at any time on the website <https://wearedpl.com> and will prevail over any other document.

The Customer declares to have read these GCS and to have accepted them by checking the box provided for this purpose before the implementation of the online ordering procedure of the site <https://wearedpl.com>.

Unless proven otherwise, the data recorded in the SELLER's computer system constitutes proof of all transactions concluded with the Customer.

The SELLER's contact details are as follows:

DIGITALPAL EI:

Registration number: SIREN: 907 856 116 00013

Email: digitalpalpro@gmail.com

The PRODUCTS presented on the site <https://wearedpl.com> are offered for sale for the following territories: European Union, Switzerland and United States of America.

In the event of an order to a country other than metropolitan France, the Customer is the importer of the PRODUCT(s) concerned.

For all PRODUCTS shipped outside the European Union and DOM-TOM, the price will be calculated excluding taxes automatically on the invoice.

Customs duties or other local taxes or import duties or state taxes may be payable. They will be charged to and are the sole responsibility of the Customer.

ARTICLE 2 - Price

The PRODUCTS are supplied at the current prices appearing on the site <https://wearedpl.com>, when the order is registered by the SELLER.

Prices are expressed in Euros, excluding and including tax.

The prices take into account any reductions that may be granted by the SELLER on the site <https://wearedpl.com>.

These prices are firm and non-revisable during their period of validity but the SELLER reserves the right, outside the period of validity, to modify the prices at any time.

Prices do not include processing, shipping, transport and delivery costs, which are invoiced in addition, under the conditions indicated on the site and calculated prior to placing the order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is established by the SELLER and given to the Customer upon delivery of the PRODUCTS ordered.

ARTICLE 3 – Orders

It is up to the Customer to select on the site <https://wearedpl.com> the PRODUCTS he wishes to order, according to the following methods:

The Customer chooses a PRODUCT that he puts in his basket, PRODUCT that he can delete or modify before validating his order and accepting these general conditions of sale. He will then enter his contact details or connect to his space and choose the delivery method. After validation of the information, the order will be considered final and will require payment from the Customer according to the terms provided.

To be able to buy a PRODUCT, the CUSTOMER must be at least 18 years old and have the legal capacity or, if he is a minor, be able to justify the agreement of his legal representatives.

The CUSTOMER will be asked to provide information allowing him to be identified by completing the form available on the SITE. The sign (*) indicates the mandatory fields that must be completed for the CLIENT's order to be processed by the SELLER. The CUSTOMER can check the status of his order on the SITE. Tracking of DELIVERIES may, where appropriate, be carried out using the online tracking tools of certain carriers. The CUSTOMER may also contact the SELLER's sales department at any time by email at digitalpalpro@gmail.com to obtain information on the status of his order.

The information that the CUSTOMER provides to the SELLER when placing an order must be complete, accurate and up-to-date. The SELLER reserves the right to ask the CLIENT to confirm, by any appropriate means, his identity, his eligibility and the information communicated.

PRODUCT offers are valid as long as they are visible on the site, within the limits of available stocks. The sale will only be considered valid after full payment of the price. It is the Customer's responsibility to verify the accuracy of the order and to immediately report any errors.

Any order placed on the site <https://wearedpl.com> constitutes the formation of a contract concluded at a distance between the Customer and the SELLER.

The SELLER reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

The Customer will be able to follow the progress of his order on the site.

Any cancellation of the order by the Customer will only be possible before the delivery of the PRODUCTS (regardless of the provisions relating to the application or not of the legal right of withdrawal).

ARTICLE 4 - Terms of payment

The price is paid by secure payment, according to the following methods: payment by credit card / paypal.

The price is payable by the Customer, in full on the day the order is placed.

Payment data is exchanged in encrypted mode using the protocol defined by the approved payment provider involved in banking transactions carried out on the <https://wearedpl.com> site.

Contact details of payment providers:

<u>Payment by credit card</u>	<u>Paiement par PayPal</u>
<u>Stripe Payments Europe, Ltd. (SPEL)</u> <u>Publication Director:</u> Stephen O'Callaghan <u>E-mail address:</u> heretohelp@stripe.com <u>Telephone (France):</u> +33 805 11 19 67 <u>You can write to SPEL (excluding legal services) at the following address:</u> 10 Boulevard Haussmann, 75009 Paris, France	<u>PayPal (Europe) S.à r.l. et Cie, S.C.A.</u> <u>22-24 Boulevard Royal</u> <u>L-2449 Luxembourg</u> <u>Registration number in the Trade and Companies Register:</u> R.C.S. Luxembourg B 118 349 <u>VAT number:</u> LU22046007 <u>E-mail address:</u> demande@paypal.fr

Payments made by the Customer will only be considered final after effective collection by the SELLER of the sums due.

The SELLER will not be required to deliver the PRODUCTS ordered by the Customer if the latter does not pay the full price under the conditions indicated above.

ARTICLE 5 - Deliveries

The PRODUCTS ordered by the Customer will be delivered in mainland France or in the following area(s): European Union and United States of America.

Deliveries are made within a period of between 2 and 30 working days to the address indicated by the Customer when ordering on the site.

Delivery is constituted by the transfer to the Customer of physical possession or control of the PRODUCT. Except in special cases or unavailability of one or more PRODUCTS, the PRODUCTS ordered will be delivered in one go.

The SELLER undertakes to make its best efforts to deliver the PRODUCTS ordered by the Customer within the deadlines specified above.

If the PRODUCTS ordered have not been delivered within 45 working days after the indicative delivery date, for any reason other than force majeure or the act of the Customer, the sale may be canceled at the written request of the Customer under the conditions provided for in articles L 216-2, L 216-3 and L241-4 of the Consumer Code.

The sums paid by the Customer will then be returned to him no later than fourteen working days following the date of termination of the contract, excluding any compensation or deduction.

Deliveries are made by an independent carrier, to the address given by the Customer when ordering and which the carrier can easily access.

When the Customer has himself taken charge of using a carrier that he chooses himself, the delivery is deemed to have been made as soon as the PRODUCTS ordered by the SELLER are handed over to the carrier who has accepted them without reservations. The Customer therefore acknowledges that it is up to the carrier to make the delivery and has no warranty claim against the SELLER in the event of non-delivery of the goods transported.

In the event of a specific request from the Customer concerning the conditions of packaging or transport of the PRODUCTS ordered, duly accepted in writing by the SELLER, the related costs will be the subject of additional specific invoicing, on an estimate previously accepted in writing by the customer.

The Customer is required to check the condition of the PRODUCTS delivered. He has a period of 14 working days from delivery to make complaints by email to the address: digitalpalpro@gmail.com, accompanied by all the supporting documents relating thereto (photos in particular).

After this period and failing to comply with these formalities, the PRODUCTS will be deemed to be compliant and free from any apparent defect and no complaint can be validly accepted by the SELLER.

The SELLER will reimburse or replace as soon as possible and at its expense, the PRODUCTS delivered whose lack of conformity or apparent or hidden defects have been duly proven by the Customer, under the conditions provided for in Articles L 217-4 and following of the Consumer Code and those provided for in these T&Cs.

The transfer of the risks of loss and deterioration relating thereto will only be carried out when the Customer takes physical possession of the PRODUCTS. The PRODUCTS therefore travel at the SELLER's risk and peril except when the Customer has chosen the carrier himself. As such, the risks are transferred at the time of delivery of the goods to the carrier.

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ARTICLE 6 - Transfer of ownership

The transfer of ownership of the PRODUCTS from the SELLER to the Customer will only take place after full payment of the price by the latter, regardless of the date of delivery of the said PRODUCTS.

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ARTICLE 7 - Right of withdrawal

In accordance with article L.221-18 of the Consumer Code, the withdrawal period expires fourteen (14) working days after the day on which the CLIENT, or a third party other than the carrier and designated by the CLIENT, takes physical possession of the PRODUCT.

In the event that the CUSTOMER has ordered several PRODUCTS via a single order giving rise to several DELIVERIES (or in the case of an order for a single PRODUCT delivered in several batches), the withdrawal period will expire fourteen (14) working days after the day on which the CLIENT, or a third party other than the carrier and designated by the CLIENT, takes physical possession of the last PRODUCT delivered.

The right of withdrawal can be exercised online, using the withdrawal form attached and also available on the site or any other statement, unambiguous, expressing the desire to withdraw and in particular by postal mail addressed to the SELLER at the postal or email address indicated in ARTICLE 1 of the GCS.

Returns must be made in their original condition and complete (packaging, accessories, instructions, etc.) allowing them to be resold in new condition, accompanied by the purchase invoice.

Damaged, soiled or incomplete PRODUCTS are not taken back.

The return costs remain the responsibility of the Customer.

The exchange (subject to availability) or refund will be made within 14 working days of receipt by the SELLER of the PRODUCTS returned by the Customer under the conditions provided for in this article.

Exclusions from the right of withdrawal:

The right of withdrawal is excluded in the following cases:

- Supply of goods or services whose price depends on fluctuations in the financial market
- Supply of goods made to the CLIENT's specifications or clearly personalized
- Supply of goods liable to deteriorate or expire rapidly
- Supply of sealed audio or video recordings or software that have been unsealed after delivery
- Newspaper, periodical, magazine (except subscription contract)
- Provision of accommodation services other than for residential purposes, transport of goods, car rental, catering or services related to leisure activities if the offer provides for a specific date or period of performance
- Supply of goods which by their nature are inseparably mixed with other items
- Supplies of sealed goods that cannot be returned for reasons of health protection or hygiene and which have been unsealed by the CLIENT after DELIVERY

- The supply of alcoholic beverages whose price was agreed at the time of the conclusion of the sales contract, whose delivery can only be made after 30 days and whose real value depends on fluctuations in the market beyond the control of the SELLER
- Supply of digital content not provided dematerialized if the execution has begun with the express prior agreement of the consumer, who has also acknowledged that he will thus lose his right of withdrawal
- Contracts concluded at a public auction

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ARTICLE 8 - SELLER's liability - Warranties

The PRODUCTS supplied by the SELLER benefit from:

- The legal guarantee of conformity, for PRODUCTS that are defective, spoiled or damaged or that do not correspond to the order;
- The legal guarantee against hidden defects resulting from a material, design or manufacturing defect affecting the PRODUCTS delivered and rendering them unfit for use,

Provisions relating to legal warranties:

Article L217-4 of the Consumer Code:

"The SELLER is required to deliver goods that comply with the contract and is liable for any lack of conformity existing at the time of delivery. He is also liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when this has been charged to him by the contract or has been carried out under his responsibility. »

Article L217-5 of the Consumer Code:

"The property is in accordance with the contract:

1° *If it is specific to the use usually expected of a similar good and, where applicable:*

- *If it corresponds to the description given by the SELLER and has the qualities that the latter presented to the buyer in the form of a sample or model;*
- *If it has the qualities that a buyer can legitimately expect given the public statements made by the SELLER, the producer or his representative, in particular in advertising or labeling;*

2° *Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the SELLER's attention and which the latter has accepted. »*

Article L217-12 of the Consumer Code:

"The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods. »

Article 1641 of the Civil Code:

"The SELLER is bound by the guarantee on account of the hidden defects of the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or I would have paid a lesser price for them, if he had known them. »

Article 1648 paragraph 1 of the Civil Code:

“The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect. »

Article L217-16 of the Consumer Code:

"When the buyer asks the SELLER, during the course of the commercial guarantee which was granted to him during the acquisition or repair of movable property, for a restoration covered by the guarantee, any period of immobilization of at least seven days is added to the duration of the guarantee which remained to run. This period runs from the request for intervention by the buyer or the provision for repair of the property in question, if this provision is subsequent to the request for intervention. »

In order to assert his rights, the Customer must inform the SELLER, in writing (email or post), of the non-conformity of the PRODUCTS or of the existence of hidden defects from their discovery.

The SELLER will reimburse, replace or have repaired the PRODUCTS or parts under warranty deemed non-compliant or defective.

Shipping costs will be reimbursed on the basis of the invoiced rate and return costs will be reimbursed on presentation of receipts.

Refunds, replacements or repairs of PRODUCTS deemed non-compliant or defective will be made as soon as possible and at the latest within 14 working days following the SELLER's finding of the lack of conformity or the hidden defect. This refund can be made by bank transfer or check.

The responsibility of the SELLER cannot be engaged in the following cases:

- Failure to comply with the legislation of the country in which the PRODUCTS are delivered, which it is the Customer's responsibility to verify,
- In the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, as in the event of normal wear and tear of the PRODUCT, accident or force majeure.
- The photographs and graphics presented on the site are not contractual and cannot engage the responsibility of the SELLER.

The SELLER's warranty is, in any event, limited to the replacement or reimbursement of non-compliant PRODUCTS or PRODUCTS affected by a defect.

ARTICLE 9 - Personal data

The Customer is informed that the collection of his personal data is necessary for the sale of the PRODUCTS by the SELLER as well as their transmission to third parties for the purpose of delivery of the PRODUCTS. These personal data are collected only for the execution of the sales contract.

9.1 Collection of personal data

The personal data collected on the <https://wearedpl.com> website are as follows:

- **PRODUCT Order:** Surnames, first names, postal address, telephone number and e-mail address.
- **Payment:** As part of the payment of the PRODUCTS offered on the site <https://wearedpl.com>, the latter records financial data relating to the bank account or the credit card of the Customer / user.
 - **Note** that payment data is never fully disclosed to the SELLER. Only the last 4 digits are visible to the SELLER (i.e in the form: "XXXX-XXXX-1234"). Only the payment service provider has full access to it.

9.2 Recipients of personal data

Personal data is reserved for the sole use of the SELLER and its employees.

9.3 Data controller

The data controllers, within the meaning of the Data Protection Act and from May 25, 2018 of Regulation 2016/679 on the protection of personal data, are:

- the SELLER (digitalpalpro@gmail.com), and

HOST:

Squarespace Ireland Ltd. The Pole House, Ship Street Great, Dublin 8, Ireland
Squarespace Ireland Ltd. is a company limited by shares under Irish law with registration number 527641.

VAT # IE 3041081MH

Support: Tel. (France): +35319058597

9.4 limitation of processing

Unless the Customer expresses his express agreement, his personal data is not used for advertising or marketing purposes.

9.5 Duration of data retention

The SELLER will keep the data thus collected for a period of 5 years, covering the time of the prescription of the applicable contractual civil liability.

9.6 Security and privacy

The SELLER implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the SELLER cannot guarantee the security of the transmission or storage of information on the Internet.

9.7 Implementation of Customer and user rights

In application of the regulations applicable to personal data, Customers and users of the site <https://wearedpl.com> have the following rights:

- They can update or delete the data concerning them in the following ways:

The CUSTOMER may exercise these rights by sending an email to the address: digitalpalpro@gmail.com.

- They can delete their account by writing to the email address indicated in article 9.3 "Data controller (digitalpalpro@gmail.com)"
- They can exercise their right of access to know the personal data concerning them by writing to the address indicated in article 9.3 "Data controller (digitalpalpro@gmail.com)"
- If the personal data held by the SELLER is inaccurate, they may request that the information be updated by writing to the address indicated in article 9.3 "Data controller (digitalpalpro@gmail.com)"
- They may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in article 9.3 "Data controller (digitalpalpro@gmail.com)"

- They can also request the portability of the data held by the SELLER to another service provider.
- Finally, they can object to the processing of their data by the SELLER

These rights, provided they do not conflict with the purpose of the processing, may be exercised by sending a request by post or e-mail to the Data Controller whose contact details are given above.

The controller must provide a response within a maximum of one month.

In the event of refusal to grant the Customer's request, the latter must be motivated.

The Customer is informed that in the event of refusal, he can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or seize a judicial authority.

The Customer may be asked to tick a box under which he agrees to receive informative and advertising emails from the SELLER. He will always be able to withdraw his consent at any time by contacting the SELLER (contact details above) or by following the unsubscribe link.

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ARTICLE 10 - Intellectual property

The content of the <https://wearedpl.com> site is the property of the SELLER and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial rePRODUCTION of this content is strictly prohibited and is likely to constitute an offense of counterfeiting.

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ARTICLE 11 - Applicable law - Language

These T&Cs and the resulting operations are governed by and subject to French law.

These T&Cs are written in French. In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

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ARTICLE 12 - Disputes

For any complaint, please contact customer service at the SELLER's postal or email address indicated in ARTICLE 1 of these GCS.

The Customer is informed that he may in any case resort to conventional mediation, with existing sectoral mediation bodies or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

In this case, the designated mediator is:

DIGITALPAL EI:

Registration number: SIREN: 907 856 116 00013

Email: digitalpalpro@gmail.com

The CLIENT is also informed that he can also use the Online Dispute Resolution (RLL) platform:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes to which the purchase and sale transactions concluded in application of these GCS and which have not been the subject of an amicable settlement between the SELLER or by mediation, will be submitted to the competent courts under the conditions of French common law.

APPENDIX I - Withdrawal form

Date _____

This form must be completed and returned only if the Customer wishes to withdraw from the order placed on <https://wearedpl.com> except exclusions or limits to the exercise of the right of withdrawal according to the applicable General Conditions of Sale.

To the attention of DIGITALPAL

I hereby notify the withdrawal of the contract relating to the property below:

- Order of (indicate the date):.....
- Order number:.....
- CLIENT name:.....
- Customer address:.....

CLIENT's signature:

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